

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Kforce Inc.,

Civil No. 11-1713 (RHK-SER)

Plaintiff,

vs.

ORDER

Brady Seesz,

Defendant.

Based upon the Consent Decree electronically filed (Doc. No. 5) on July 15, 2011, and on all of the files and proceedings herein,

IT IS HEREBY ORDERED:

- A.** For one (1) year from the date of this Order, Defendant will not, directly or indirectly, solicit or accept business that is competitive with Kforce from any client to whom he actively provided or actively marketed services while employed by Kforce, nor will he for such period directly or indirectly attempt to divert or assist others to divert any such clients' business from Kforce to a competitor.

- B.** For one (1) year from the date of this Order, Defendant will not, directly or indirectly, solicit, recruit, hire or place on assignment on behalf of a competitor any staffing candidate, applicant, temporary employee or consultant that he placed or for whom placement was actively sought while employed by Kforce, nor will he directly or indirectly attempt to divert or

assist others to divert such candidates, applicants, temporary employees and consultants from Kforce to a competitor.

- C. For one (1) year from the date of this Order, Defendant will not, directly or indirectly, solicit any of Kforce's core (internal) employees for employment with any other person, company, firm or business, nor will Defendant, directly or indirectly, attempt to divert or assist others to divert such employees from Kforce.
- D. **Return and Deletion of Kforce Trade Secrets and Other Confidential Information.**

- i. To the extent Defendant has not already done so, he shall within fourteen (14) days of the date of this Order return to Kforce all physical copies of Kforce trade secrets and other confidential information, as well as physical copies of any other tangible and intangible property of Kforce, in his possession, custody, or control. As used herein, the term "trade secrets and other confidential information" shall include, without limitation: (i) client or prospective client lists and client or prospective client contact information (including but not limited to business cards, contact persons, and hiring managers); (ii) client job openings and job orders and client pricing information; (iii) actual or prospective applicant, employment candidate, employee or consultant lists; (iv) actual or prospective applicant,

employment candidate, employee or consultant qualifications, contact information, and resumes; (v) actual or prospective applicant, employment candidate, employee or consultant compensation and benefits; and (vi) other client, applicant, employment candidate, employee or consultant data or information.

- ii. Defendant shall within fourteen (14) days of the date of this Order permanently delete all electronic data, in whatever format or stage medium, representing expressions of Kforce trade secrets and other confidential information (as defined above), in his possession, custody, or control.
- iii. Defendant is permanently enjoined from the use, disclosure, taking, downloading, and publishing of any of Kforce's trade secrets or other confidential information, as defined above, for any reason whatsoever.

E. Attorneys' Fees and Costs.

- i. Defendant agrees to individually pay a portion of Kforce's costs and attorneys' fees associated with this action in the amount of Two Hundred Fifty Dollars (\$250).

F. Binding Effect of Consent Decree.

- i. This Order is final and binding upon Kforce and its successors and assigns, as well as upon Defendant and all those acting in concert with him.

G. Enforcement and Jurisdiction.

- i. No party shall contest the right of any party to bring an enforcement action, including but not limited to an injunction, upon breach of any term of this Order by the other party. Nothing in this Order shall be construed to preclude Kforce from enforcing the Order in the event that Defendant fails to perform the promises and representations contained herein and/or to fully abide by and adhere to the restrictions specified herein. However, before instituting an action to enforce this Order, Kforce agrees to provide the Defendant with written notice of its allegation(s), and seven (7) calendar days to explain to Kforce and/or cure the alleged violation(s). The Court shall retain jurisdiction over any proceeding concerning this Order for a period of twelve (12) months from the date of the Order. At the conclusion of that period, the case shall be dismissed.

The parties accept this document as the final judgment of this case.

Date: July 19, 2011

s/Richard H. Kyle
RICHARD H. KYLE
United States District Judge